

# **Constitution**

## **Professional Speakers Australia Ltd**

**ACN: 080 902 325**

**A company limited by guarantee and not having a share capital**

Adopted 14 March 2021  
Amended 6 April 2022

# Constitution of the Professional Speakers Australia Ltd

ACN: 080 902 325

## 1. INTERPRETATION AND DEFINITIONS

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### 1.1 Definitions

In this Constitution, unless the contrary intention appears:

**Act** means the *Corporations Act 2001* as amended from time to time.

**Adoption Date** means the date on which this Constitution is adopted by the Company as its constitution.

**Alternate Director** means a person who is appointed to act as a director, as a substitute for an existing director, for a meeting.

**Annual General Meeting** means a meeting of Members convened under rule 13 (Annual General Meetings).

**Annual Subscription** means the annual fee payable by each category of Member as determined by the Board under rule 9 (Subscriptions and Fees).

**APS** means Accredited Professional Speaker designation (permanently extinguished under previous constitutions)

**ASM** means Accredited Speaking Member designation (permanently extinguished under previous constitutions)

**Auditor** means the auditor of the Company from time to time.

**Board** means the body managing the Company and consisting of the Directors and Officers under rule 18.1(a)(Powers of the Board).

**Business Day** means a day on which the major trading banks are open for business except a Saturday, Sunday or public holiday.

**By-Laws** mean any by-laws made by the Board under rule 26 (By-Laws).

**Chapter** means any Chapter of the Company in the relevant State.

**Chapter Presidents' Council** means the group of Chapter Presidents or Chapter Leaders together with a convenor and which is convened nationally.

**Chapter Leadership Team** means the group of people in each Chapter who run the activities of the Chapter and are led by the Chapter president

**Company** means Professional Speakers Australia Ltd.

**Company's Office** means the Company's registered office from time to time.

**Committee** means any committee of the Board created under rule 21.1 (Board May Delegate Functions) from time to time.

**Constitution** means this Constitution of the Company as amended from time to time.

**Delegate** means a person appointed from time to time to act for and on behalf of a Chapter or the Company and to attend, debate [but not vote] at General Meetings of the Company.

**Designation** means the class and sub-class of membership designated to each Member by the Board in accordance with this Constitution.

**Director** means a member of the Board appointed under rule 18 (Board).

**Financial Year** means the year ending 31 December in each year.

**General Meeting** means the annual or any special general meeting of the Company convened under rule 15 (Annual General Meetings).

**Immediate Past President** means the person who held the office of President immediately prior to the appointment of the President.

**Intellectual Property** means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment, images (including photographs, television, videos or films) or service marks (whether registered or registrable) relating to the Company or any event or professional speaking activity of or conducted, promoted or administered by the Company.

**Life Member** means an individual appointed as a life member of the Company under rule 8.8 (Appointment of Life Members).

**Member** means any person recognised as a member of the Company under rule 8 (Membership of the Company) from time to time.

**Membership Joining Fee** means a one-off fee payable by new individual applicants for membership as determined by the Board under rule 9 (Subscriptions and Fees).

**Notice** includes formal notices of meeting and all documents and other communications of the Company to its Members.

**Non Voting Member** means a Member set out under clause 8.3(b).

**Objects** means the objects of the Company stated under rule 6 (Objects of the Company).

**Outside Director** means a Director appointed pursuant to rule 18.2 (e).

**President** means the President for the time being of the Company appointed under rule 18.2(a).

**Previous Constitution** means the Constitution of the Company immediately before the Adoption Date.

**Public Officer** means the person appointed to be the public officer of the Company under rule 22.2(Public Officer).

**Register** means the register of Members kept under rule 10.1 (Company to Keep Register of Members).

**Registered Address** means a Member's address as notified to the Company by the Member recorded in the Register.

**Relevant Documents** means the records and other documents, however recorded compiled or stored, that relate to the Company and management of the Company and includes membership records, financial statements, financial records, and records and documents relating to transactions, dealings, business or property of the Company.

**Seal** means the common seal of the Company and includes any official seal of the Company.

**Secretary** means a person appointed to perform the duties of a company secretary and includes any honorary secretary.

**Special Resolution** means a resolution passed in accordance with the Act.

**State** means and includes a state or territory of Australia.

**Transitional Directors** means the Directors as at the Adoption Date.

**Unfinancial** means a person who has not paid their subscription or other fees at the expiration of 60 days after their membership renewal date.

**Voting Member** means a Member set out under rule 8.3(c).

## 1.2 Interpretation

In this Constitution:

- (a) A reference to a rule, regulation, schedule or annexure is to a rule, regulation, schedule or annexure of, or made under, this Constitution;
- (b) Words importing the singular include the plural and vice versa;
- (c) Words importing any gender include the other genders;
- (d) Headings are for convenience only and shall not be used for interpretation;
- (e) A reference to a rule is a reference to a clause in this Constitution;
- (f) Words or expressions shall be interpreted in accordance with the provisions of the Act as they vary from time to time unless they are defined differently under this Constitution;
- (g) References to persons include natural persons, corporations and bodies politic, and any legal personal representatives, successors and permitted assigns of that person;
- (h) Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act.
- (i) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of

any of them (whether of the same or any legislative authority having jurisdiction); and

- (j) Expressions referring to "writing" shall unless the contrary intention appears, be construed as including references to printing, photography and other modes of representing or reproducing words in a visible form, including digital or electronic information and messages sent by electronic mail.

### **1.3 Enforceability**

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision shall be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If it cannot be so read down the provision shall be severed to the extent of the invalidity or unenforceability. The remaining provisions of this Constitution and its validity or enforceability shall not be affected by the severance in any other jurisdiction.

## **2. APPLICATION OF THE ACT**

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### **2.1 Operation of the Act**

In this Constitution, unless the contrary intention appears:

- (a) An expression used in this Constitution that has a particular meaning in any part or division of the Act has the same meaning as in that part or division;
- (b) An expression used in this Constitution that is given a general meaning by the Act has the same meaning as the Act.

### **2.2 Replaceable Rules**

- (a) The provisions of this Constitution displace each provision of a section or subsection of the Act that applies (or would apply but for this rule) to the Company.
- (b) The replaceable rules do not apply to the Company except those which operate as mandatory rules for public companies under the Act.

### **2.3 Previous Constitution Superseded**

This Constitution replaces any memorandum or articles of association which was or were taken to be the Company's constitution in force before the adoption of this Constitution.

### **2.4 Transitional Provisions**

- (a) This Constitution has the effect that:
  - (i) every Director, senior manager and Secretary in office as at the Adoption Date continues in office subject to, and is taken to have been appointed or elected under, this Constitution;

- (ii) any register maintained by the Company immediately before the Adoption Date is taken to be a register maintained under this Constitution;
- (iii) unless a contrary intention appears in this Constitution, all persons, things, agreements, By Laws and circumstances appointed, approved, created or delegated by or under the Previous Constitution continue to have the same status, operation and effect as if they had occurred under this Constitution on and after the Adoption Date
- (iv) Other transitional arrangements which may become necessary with the implementation of this Constitution shall be determined by the Board as and when the need arises provided that no person who was a Member under the Previous Constitution shall be disadvantaged by any change unless their privileges were expressly extinguished.

### **3. THE CONSTITUTION**

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#### **3.1 Operation of Constitution**

The Company and the Members acknowledge and agree:

- (a) That they are bound by this Constitution, any By-Laws, rules and regulations made under it, and any resolutions or determination of the Company;
- (b) That this Constitution operates to create uniformity in the way in which the Objects are to be conducted, promoted, encouraged, advanced and administered throughout Australia;
- (c) To ensure the promotion and enhancement of professional speaking, its standards, quality and reputation for the benefit of the Members;
- (d) Not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Company and its maintenance and enhancement;
- (e) To promote the economic success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects; and
- (f) To act in the interests of the Company and the Members.

#### **3.2 Alteration of Constitution**

The Constitution of the Company shall not be altered except by Special Resolution in accordance with the Act, and in compliance with all other procedures under the Act.

### **4. NAME**

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The name of the incorporated association is the Professional Speakers Australia Ltd (**The Company**).

## **5. NATURE OF THE COMPANY**

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The Company is a public company limited by guarantee with no share capital.

## **6. OBJECTS OF THE COMPANY**

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The Objects of the Company are to create an educational and support environment for the speaking and/or training profession, nationally and where appropriate internationally, and in particular:

- a) To create a fellowship of those engaged in the professional speaker and/or training profession which will foster thought, theory and practice in these fields within commerce, industry and/or government.
- b) To provide a meeting ground and forum for members of the professional speaking and/or training profession in its various fields.
- c) To encourage, promote and provide advanced and specialised professional training for members and persons desirous of entering the profession of professional speaking and/or training.
- d) To print and publish or to promote the printing and publishing of such papers, periodicals, books, monographs, articles, leaflets or reports that the Company may consider desirable.
- e) To sponsor, arrange or organise visits, lecture tours, seminars and address by persons either within Australia or from overseas who could assist in promoting the objects of the Company.
- f) To arrange and conduct regular meetings of persons engaged in the profession of professional speaking and/or training.
- g) To promote and encourage research and investigation of any kind into professional speaking and/or training and to provide facilities for the training of persons
- h) To co-operate with any person or persons, association or body corporate concerned with specialised activity or interest within the fields of professional speaking and/or training for the examination and exchange of ideas for the edification and further education and development of the profession or professional speaking and/or training and to ensure the advancement of the Company.

## **7. POWERS**

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### **7.1 Powers of the Company**

The Company may only exercise the powers in section 124(1) of the Act to:

- (a) carry out the objects in rule 6; and
- (b) do all things incidental or convenient in relation to the exercise of power under rule 7.1(a).

## 8. MEMBERSHIP OF THE COMPANY

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### 8.1 Minimum Number of Members

The Company must have at least 30 Members.

### 8.2 Entry as a Member

- (a) A person shall not be admitted to Membership of the Company except as provided in this Constitution.
- (b) The following persons shall be Members of the Company:
  - (i) Each person who is a Member of the Company as at the date on which this Constitution becomes binding on the Company (and in the category that the Member was in at the Adoption Date; and
  - (ii) Each person who is admitted as a Member in accordance with this constitution and falls under one of the categories of membership set out in rule 8.3.

### 8.3 Categories of Member

- (a) The Members of the Company is divided into the following classes and sub-classes:
- (b) Non Voting Members, which include:
  - (i) **Guests** are persons who attend and pay the appropriate fee for any event run by the Company or relevant Chapter who are not in any other category of membership. The Board may determine the number of times a Guest may attend at guest rates or other requirements after which they may be required to become a Member in a higher category. Guests have no voting rights and are not eligible to become Directors.
  - (ii) **Speaker Suppliers**
    - (1) **Individual:** Individual Speaker Suppliers are persons who provide services to the speaking industry or profession and have an interest in the objects of the Company;
    - (2) **Corporate:** Corporate Speaker Suppliers are institutions, corporations or organisations who provide services to the speaking industry or profession and have an interest in the objects of the Company;
    - (3) **Speaker Suppliers**, whether Individual or Corporate, are entitled to certain privileges as determined by the Board from time to time, but have no voting rights and are not eligible to become Directors except by Special Resolution of the Board;
  - (iii) Such additional or alternate sub-class of Non Voting Members as prescribed by the By-Laws from time to time.



- (c) Voting Members, which include:
  - (iv) **Professional Members** are persons who:
    - (1) earn all or part of their income from speaking or presenting and have been accredited under the process determined by the Board from time to time. Professional Members have voting rights and are eligible to become Directors; or
    - (2) at the Adoption Date, held the “Professional Speaking Member” level of membership under the Previous Constitution.
  - (v) **Certified Speaking Professional (CSP)** are persons who earn all or part of their income from speaking or presenting and have been accredited under the process determined by the Board from time to time. Certified Speaking Professionals have voting rights and are eligible to become Directors;
  - (vi) **Certified Speaking Professional Sage (CSP Sage)** are persons who have held the designation of CSP but are no longer actively generating income or working as a speaker or presenter. CSP Sage is granted by the Board to people who apply and meet the criteria set by the Board from time to time. CSP Sage members will pay a reduced membership subscription as determined by the Board from time to time. A CSP Sage who returns to active speaking or presenting must revert to either CSP or a lower membership category and pay the relevant subscription for that membership level.
  - (vii) **Life Members** are persons on whom the Board has bestowed life membership for long and meritorious service to the Company or the PSA. Life memberships are only bestowed at a national level. Life Members hold all rights and privileges of Professional Members including voting rights and the ability to be Directors, but pay no Annual Subscription.
  - (viii) Such additional or alternate sub-class of Voting Members as prescribed by the By-Laws from time to time.
- (d) The Board may amend the requirements for classes of membership from time to time in the By-Laws but may not delete categories of membership.

#### 8.4 Previous Recognition

- (a) Any Member who has received an award, recognition or accolade officially bestowed by a previous board under Previous Constitution shall keep all privileges associated with that award unless they have been specifically extinguished, for example ASM and APS designations.

#### 8.5 Application for Membership

A new application for membership by an individual, other than a Guest, must be:

- (a) In writing on the form prescribed from time to time by the Board from the applicant and lodged with the relevant Chapter; or
- (b) Submitted online via the Company's website and in accordance with the process as prescribed by the Board from time to time; and
- (c) Approved by the relevant Chapter Leadership Team; and
- (d) Accompanied by the Membership Joining Fee, Annual Subscription and any other fees as prescribed by the Board; and
- (e) Accompanied by any further information in writing that the Company requests from the applicant in addition to the application form.

## **8.6 Discretion to Accept or Reject Application**

- (a) The Company may accept or reject an application whether the applicant has complied with the requirements in rule 8.5 or not, and shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Company accepts an application the applicant shall, subject to notification to the relevant Chapter, become a member.
- (c) Membership of the Company shall be deemed to commence upon acceptance of the application by the Company. The Register shall be updated accordingly as soon as practicable.
- (d) If the Company rejects an application, it shall notify the applicant and refund any fees forwarded with the application, and the application shall be deemed rejected by the Company. No reasons for rejection need be given.

## **8.7 Renewal of Membership**

- (a) Membership will automatically be renewed each year on the anniversary date of the original membership application unless the member resigns in writing.

## **8.8 Appointment of Life Members**

- (a) The Board may nominate as a Life Member any Member who has rendered distinguished service to the Company and professional speaking, where such service is deemed to have assisted the advancement of the Company and professional speaking in Australia.
- (b) An absolute majority vote of the Board is required to confer life membership on the nominated Member.

## **8.9 Effect of Membership**

- (a) Members acknowledge and agree that:
  - (i) this Constitution constitutes a contract between each of them and the Company and that they are bound by this Constitution and the By Laws;

- (ii) they shall comply with and observe this Constitution and the By Laws;
  - (iii) by submitting to this Constitution and the By Laws they are subject to the jurisdiction of the Company and the relevant Chapter;
  - (iv) this Constitution and By Laws are necessary and reasonable for promoting the Objects; and
  - (v) they are entitled to all benefits, advantages, privileges and services of their membership as determined by the Board.
- (b) Except as set out in this Constitution, a right, privilege or obligation of a person by reason of their membership of the Company:
- (i) is not capable of being transferred or transmitted to another person; and
  - (ii) terminates upon the cessation of membership whether by death, resignation or otherwise.

#### **8.10 Liability of Members**

- (a) The liability of the Members of the Company is limited.
- (b) Every Member undertakes to contribute an amount of \$10.00 to the property of the Company if it is wound up while he or she is a Member or within one year after he or she ceases to be a Member, for:
  - (i) payment of the Company's debts and liabilities contracted before the time he or she ceased to be a Member;
  - (ii) the costs; charges and expenses of winding up; and
  - (iii) the adjustment of the rights of the contributories among themselves.

### **9. SUBSCRIPTIONS AND FEES**

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- (a) The Annual Subscription, Membership Joining Fee and any other fees or levies payable by Members or categories of Members to the Company, shall be determined exclusively by the Board from time to time.
- (b) The Board is empowered to restrict any Member whose Annual Subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Company, including but not limited to the right to vote at General Meetings.

### **10. REGISTERS**

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#### **10.1 Company to Keep Register of Members**

The Company shall keep and maintain a Register of Members in which shall be entered:

- (a) The full name and Registered Address of the Member;
- (b) The category of membership of the Member;
- (c) The date on which the Member attained each category of membership;
- (d) Any other information determined by the Board; and
- (e) For each former Member, the date of ceasing to be a Member.

## **10.2 Changes to Member Details**

Members shall provide notice of any change in required details to the Company within one month of such change.

## **10.3 Inspection of Register**

Inspection of the Register will be available as required by the Act and under rule 34(b) (Custody of Books and Other Documents).

## **10.4 Use of Register**

Subject to confidentiality considerations and privacy laws, the Register may be used by the Company to further the Objects, as the Board considers appropriate.

## **11. DISCONTINUANCE OF MEMBERSHIP**

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### **11.1 Discontinuance by Notice of Resignation**

A Member having paid all arrears of fees payable to the Company may resign or withdraw from membership of the Company by giving notice in writing to the Company of resignation or withdrawal.

### **11.2 Discontinuance by Breach**

- (a) A Member's membership of the Company may be discontinued by the Board upon breach of any clause of this Constitution, failure to comply with the By-Laws or any resolution or determination made or passed by the Board or any duly authorised committee.
- (b) A Member's membership shall not be discontinued by the Board under rule 11.2(a) (Discontinuance by Breach) without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach. The Member shall be granted seven days notice of their right to appear and be heard by the Board to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Board's view to adequately explain or remedy the breach, that Member's membership may be discontinued under rule 11.2(a) (Discontinuance by Breach) by the Company giving written notice of the discontinuance.
- (d) Any Member's membership that is discontinued under rule 11.2(a) (Discontinuance by Breach) shall have the right to appeal the discontinuation under the By-Laws as amended from time to time.

- (e) Any Special General Meeting in accordance with rule 18 (Special General Meetings) shall be convened under this Constitution and in particular rule 12 (Grievances, Judicial and Discipline).

### **11.3 Discontinuance by Expulsion**

- (a) A Member's membership of the Company may be discontinued by Special Resolution of the Board if, in their absolute discretion, the Board decides that it is not in the interests of the Company for the individual to remain a Member.
- (b) If the Board intends to propose a resolution under this rule 11.3 (Discontinuance by Expulsion) then at least one week before the meeting at which the resolution is to be proposed, they must give the Member written notice:
  - (i) stating the date, place and time of the meeting;
  - (ii) setting out the intended resolution and the grounds on which it is based; and
  - (iii) informing the member that he or she may attend the meeting and may give an oral or written explanation or submission before the resolution is put to the vote.

### **11.4 Discontinuance by Failure to Pay Annual Subscription**

- (a) A Member is taken to have resigned their membership if:
  - (i) their subscriptions or other fees have not been paid at the expiration of 60 days after their membership renewal date.
  - (ii) a person who is deemed Unfinancial shall cease to enjoy any of the privileges of membership and cannot vote or hold any office and must pay non-member attendance rates for all events.
  - (iii) a person who is deemed Unfinancial and holds any accreditation granted by the Board, shall cease to be able to use the logo of the Company or reference to the designation including logos, post nominal or any other reference in any of their business activities or materials.
  - (iv) a person who is deemed to be Unfinancial and rejoins within two years of being deemed Unfinancial may, upon application to the Board, have their accreditation status reinstated. The Board is under no obligation to reinstate any accreditation and need provide no explanation for granting or denying an application for reinstatement. Applications for reinstatement beyond the two year period of being Unfinancial shall be by Special Resolution of the Board
- (b) Should a sufficient explanation be made to the Board for the failure to pay the Annual Subscription or reason for not responding to a request, the Board shall have the power to restore the Member's membership upon payment of the amount due (if any).

### **11.5 Discontinuance by Death, Mental Incapacity or Untraceability**

A Member will automatically cease to be a Member:

- (a) on death;
- (b) if he or she becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her property and affairs;
- (c) if he or she becomes, if the Board decides in its absolute discretion, an untraceable Member because the Member has ceased to reside at, attend or otherwise communicate with his or her Registered Address.

### **11.6 Forfeiture of Rights**

A Member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Company and its property and shall not use any professional speaking equipment or other property of the Company including Intellectual Property. Any Company documents, records or other property in the possession, custody or control of that Member shall be returned to the Company immediately.

### **11.7 Membership May be Reinstated**

Membership which has been discontinued may be reinstated at the discretion of the Board, upon such conditions as it deems appropriate.

### **11.8 Membership Fees on Discontinuance**

Any Member ceasing to be a member:

- (a) Will not be entitled to a refund of their Annual Subscription or other membership fees paid by the discontinued Member unless Board otherwise agrees in writing;
- (b) Will remain liable for and will pay the Company the Annual Subscription (and other monies owing to the Company) which are due at the date of discontinuance;
- (c) Will continue to be liable for any sum not exceeding \$10.00 for which they are liable pursuant to clause 8.10(b) of this Constitution.

## **12. GRIEVANCES, ETHICAL COMPLAINTS AND DISCIPLINE**

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- (a) The Company at its absolute discretion prescribes By-Laws for grievances, ethical and disciplinary matters as amended from time to time.
- (b) The Board may take whatever action it deems appropriate subject to law and natural justice, including expulsion, removal of titles or awards, or any other action, as a result of an ethical complaint against a Member or breaches of this constitution or its By Laws.

## **13. ANNUAL GENERAL MEETINGS**

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### **13.1 Annual General Meeting to be Held**

- (a) The Company shall convene and hold an Annual General Meeting of its Members annually in accordance with the Act.
- (b) The Annual General Meeting of the Company shall, subject to the Act and to rule 13.1(a), (Annual General Meeting to be Held) be convened at a time, date and venue to be determined by the Board.

### **13.2 Business**

In addition to any business required to be transacted at the Annual General Meeting under the Act, the business of the Annual General Meeting shall include the consideration of accounts and the reports of the Board and auditors and confirmation of the Directors.

### **13.3 Additional Meetings**

The Annual General Meeting shall be in addition to any other General Meetings that may be held in the same year. Any General Meeting other than an Annual General meeting is a Special General Meeting.

## **14. SPECIAL GENERAL MEETINGS**

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### **14.1 Special General Meetings May be Held**

The Board may, whenever it thinks fit, convene a Special General Meeting of the Company.

### **14.2 Request for Special General Meetings**

- (a) A Member may:
  - (i) only request the Directors to call a special general meeting in accordance with section 249D of the Act; and
  - (ii) not request or call and arrange to hold a special general meeting except under section 249E or 249F of the Act
- (b) The requisition for a Special General Meeting in accordance with rule 14.2(a) shall:
  - (i) state the object(s) of the meeting; and
  - (ii) state any resolution to be proposed at the meeting; and
  - (iii) be signed by the Members making the requisition; and
  - (iv) be sent to the Company.

The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.

- (c) The Directors must call the meeting within 21 days after the request is given to the Company. The meeting is to be held not later than 2 months after the request is given to the Company.
- (d) If the Board does not call and arrange a Special General Meeting to be held within 21 days after the date on which the requisition is sent to the Company, Members with over 50% of the votes of all Members making the requisition may convene a Special General Meeting to be held not later than three months after the request is given to the Company.
- (e) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

## **15. GENERAL MEETINGS**

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### **15.1 Notice to be given for General Meetings**

- (a) Notice of every General Meeting shall be given to every Member entitled to receive notice, at the electronic email address appearing in the Register kept by the Company. The auditor (if any) and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall be in writing and shall specify the time, date and place of the meeting and shall state the business to be transacted at the meeting. Notice may be given in any form permitted under rule 29 (Negotiable Instruments).
- (c) At least 21 days notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
  - (i) the agenda for the meeting;
  - (ii) if a Special Resolution is proposed at the meeting, the intention to propose the Special Resolution and the resolution to be proposed;
  - (iii) any nominations for candidates to be elected to the Board received under rule 18.7 (Nominations of Candidates);
  - (iv) any notice of motion received from Members under rule 15.2(b) (Business of Meeting);
  - (v) a place, facsimile number and electronic address for the purposes of proxy appointment.
- (d) The accidental omission to give any notice of any General Meeting to any Member shall not invalidate the meeting or any resolution passed at any such meeting.

### **15.2 Business of Meeting**

- (a) No business other than that set out in the notice convening the meeting shall be transacted at the General Meeting.



- (b) A Member desiring to bring any business before a meeting shall give at least 30 days notice in writing of that business to the Company which shall include that business in a notice calling the next General Meeting after the receipt of the notice.

### **15.3 Quorum**

- (a) No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Company shall be 30 members eligible to vote represented personally or by their proxies.
- (b) If within half an hour after the appointed time for the commencement of a General Meeting, a quorum is not present, the meeting:
  - (i) if convened upon the requisition of Members, shall be dissolved; and
  - (ii) in any other case, shall stand adjourned to:
    - (1) the same day in the next week at the same time and (unless Members are notified of an alternate venue) at the same place; or
    - (2) any date, time and place determined by the chairperson;

And if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the meeting shall lapse.

### **15.4 President to Chair Meetings**

Unless the Board decides otherwise, the President shall, subject to this Constitution, preside as chairperson at every General Meeting except:

- (a) In relation to any election for which the President is a nominee; or
- (b) Where a conflict of interest exists; or
- (c) Where the President is not present, or is unwilling or unable to preside the Members shall appoint one of the Directors or any other qualified person to preside as chairperson for that meeting only; or
- (d) Where the Members determine by majority vote that the skills and experience of any other person would be beneficial for the meeting, that person may be appointed to chair the meeting.

### **15.5 Chairperson May Adjourn Meeting**

- (a) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

- (b) The chairperson may adjourn a meeting if it becomes unruly or unsafe and the proper business of the meeting cannot be effectively transacted.
- (c) The chairperson may ask people who are continually disruptive and prevent the meeting transacting its business to leave the meeting and in this case, the chairperson may adjourn the meeting until such time as order is restored.
- (d) When a meeting is adjourned for 30 days or more, a notice of the adjourned meeting shall be given as in the case of the original meeting.
- (e) Except as provided in rule 15.5(d) Chairperson May Adjourn Meeting it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

## **15.6 Use of Technology**

- (a) A Member not physically present at a General Meeting may participate in the meeting by the use of technology that allows that Member and the Members present at the meeting to clearly and simultaneously communicate audibly with each other. Visual communication is not necessary.
- (b) The Board must authorise the use of any technology to be used for the purposes of this clause.
- (c) A Member participating in a General Meeting under rule 15.6(a) Use of Technology is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.

## **16. VOTING AT GENERAL MEETINGS**

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### **16.1 Decisions**

- (a) Subject to the Act in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.

### **16.2 Members Entitled to Vote**

- (a) Subject to any other provision of this Constitution, Members within each category of Voting Member shall be entitled to one vote at General Meetings.

### **16.3 Voting Procedure**

- (a) Subject to this rule 16 (Voting at General Meetings), votes at a General Meeting shall be given in person by those present and entitled to vote.
- (b) Unless a poll is demanded in accordance with the Act, all questions arising at a General Meeting shall be determined on a show of hands.

#### **16.4 Recording of Determinations**

Unless a poll is demanded under rule 16.5 (Where Poll Demanded), a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

#### **16.5 Where Poll Demanded**

- (a) A poll may be demanded for any resolution put to the vote of the meeting (before or on the declaration or the result of the show of hands) by:
  - (i) at least 5 Voting Members entitled to vote on the Resolution;
  - (ii) Voting Members with at least 5% of the votes that may be cast on the resolution on a poll; or
  - (iii) the chairperson.
- (b) If a poll is duly demanded under this rule 16.5, it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

#### **16.6 Casting Vote**

The chairperson shall not have a casting vote at General Meetings. Where voting at General Meetings is equal, the motion will be determined to preserve the status quo.

#### **16.7 Proxy Voting**

Proxy voting procedures shall be in accordance with the Act.

#### **16.8 Votes by proxy**

- (a) If a Member appoints a proxy, proxies or an attorney, the proxy, proxies or attorney may vote on a show of hands.
- (b) A proxy need not be a Member.
- (c) A proxy may demand or join in demanding a poll.
- (d) A proxy or attorney may vote on a poll.
- (e) A proxy may vote or abstain as he or she chooses except where the appointment of the proxy directs the way the proxy is to vote on a particular resolution. If a proxy votes at all, the proxy will be deemed to have voted all directed proxies in the manner directed.

#### **16.9 Document appointing proxy**

- (a) An appointment of a proxy is valid if it is signed by the Member making the appointment and contains the information required by subsection 250A(1) of the Act. The Directors may determine that

an appointment of proxy is valid even if it only contains some of the information required by section 250A(1) of the Act.

- (b) For the purposes of rule 16.9(a), an appointment received at an electronic address will be taken to be signed by the Member if:
  - (i) a personal identification code allocated by the Company to the Member has been input into the appointment; or
  - (ii) the appointment has been verified in another manner approved by the Directors.
- (c) A proxy's appointment is valid at an adjourned general meeting.
- (d) A proxy or attorney may be appointed for all general meetings or for any number of general meetings or for a particular purpose.
- (e) Unless otherwise provided for in the proxy's appointment or in any instrument appointing an attorney, the appointment of the proxy or the attorney will be taken to confer authority:
  - (i) to vote on:
    - (1) any amendment moved to the proposed resolutions and on any motion that the proposed resolution not be put or any similar motion; and
    - (2) any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the general meeting,  
  
even though the appointment may specify the way the proxy or attorney is to vote on a particular resolution; and
  - (f) to vote on any motion before the general meeting whether or not the motion is referred to in the appointment.
- (g) If a proxy appointment is signed by the Member but does not name the proxy or proxies in whose favour it is given, the chairperson may either cast as proxy or complete the appointment by inserting the name or names of one or more directors or the Secretary.

#### **16.10 Lodgement of proxy**

- (a) The written appointment of a proxy or attorney must be received by the Company, at least 48 hours (unless otherwise specified in the notice of meeting to which the proxy relates) before:
  - (i) the time for holding the general meeting or adjourned general meeting at which the appointee proposes to vote; or
  - (ii) the taking of a poll on which the appointee proposes to vote.
- (b) The Company receives an appointment of a proxy and any power of attorney or other authority under which it was executed when they are received at:
  - (i) the Company's registered office;

- (ii) a facsimile number at the Company's registered office; or
- (iii) a place, facsimile number or electronic address specified for that purpose in the notice of meeting.

### **16.11 Postal Voting and Electronic Voting**

- (a) Motions may be determined by electronic voting or by postal voting or other appropriate use of technology
- (b) The Board will determine at its absolute discretion when and how a motion will be determined by postal vote, electronic voting, or using other technology.
- (c) If Postal and electronic voting is used the procedures shall be consistent with the Act, or where the Act is silent, according to procedures set by the Board from time to time.

## **17. MINUTES OF GENERAL MEETINGS**

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- (a) The Board must ensure that minutes are taken and kept of each General Meeting.
- (b) The minutes must record:
  - (i) the business considered at the meeting;
  - (ii) any resolution on which a vote is taken and the result of the vote; and
  - (iii) the names of all persons present at all meetings.
- (c) In addition, the minutes of each Annual General Meeting must include:
  - (i) any reports or financial statements submitted to the Members at the Annual General Meeting; and
  - (ii) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.

## **18. BOARD**

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### **18.1 Powers of Board**

- (a) The affairs of the Company shall be managed by the Board constituted under this Constitution.
- (b) Subject to this Constitution and the Act, the Board:
  - (i) shall control and manage the business and affairs of the Company;
  - (ii) may exercise all such powers and functions as may be exercised by the Company other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and

- (iii) has power to perform all such acts and things as appear to the Board to be essential for the proper management of the business and affairs of the Company.

## **18.2 Composition of Board.**

The Board shall comprise:

- (a) The National President who is elected under rule 18.3;
- (b) The Company Secretary who is an Officer of the Company and does not have voting rights; and
- (c) The Treasurer who is an Officer of the Company does not have voting rights; and
- (d) The Immediate Past President who does not have voting rights; and
- (e) Eight other Directors at least five of whom are Professional Member or CSP or equivalent designation;
- (f) Up to three of the directors may be appointed from outside the membership of the Company.
- (g) The role of Company Secretary and Treasurer may be filled by the same person at the discretion of the Board.
- (h) The Company Secretary and Treasurer are appointed by the Board and can be removed at any time by an absolute majority decision of the Board.

## **18.3 National President**

The Board shall elect from among its number the National President and that person shall, subject to rule 18.6(g) serve for one year with a maximum of three years.

## **18.4 Vice President**

The Board shall elect from among its number a Vice President who may exercise the powers of the National President in his or her absence and that person shall, subject to rule 18.6(i) serve for one year with a maximum of three years.

## **18.5 Right to Co-Opt**

The Board may co-opt any person with appropriate experience or expertise to assist the Board in respect of such matters and on such terms as the Board thinks fit. Any person so co-opted shall not be a Director, and shall not exercise the rights of a Director, but shall act in an advisory role only.

## **18.6 Term of Office of Directors**

- (a) Directors shall be elected in accordance with this Constitution.
- (b) Subject to the terms of this Constitution, the term of office shall be three years.

- (c) Directors may be re-elected for a second term but cannot serve for more than two consecutive terms.
- (d) A Director who has served two consecutive terms must stand down but may be re-elected after a period of 2 years has expired.
- (e) Subject to rule 18.6(f) all Directors must retire from office at the conclusion of the third annual general meeting after the date upon which the Director was last elected.
- (f) Transitional Directors must retire as follows:
  - (i) one third of the Transitional Directors will retire at the annual general meeting after the first, second and third anniversaries after the Adoption Date.
  - (ii) the order of retirement of the Transitional Directors will be determined by resolution of the Transitional Directors prior to the first annual general meeting after the Adoption Date.
- (g) A Director who has served two consecutive terms and is elected to the position of National President, or appointed as Company Secretary or Treasurer shall not be subject to rules 18.6(c) and (d) (Term of Office of Directors).
- (h) Except by resolution of the board carried by absolute majority, a National President who has served for three consecutive years must stand down but may be re-elected after a period of 2 years has expired.
- (i) Except by resolution of the board carried by absolute majority, a National Vice President who has served for three consecutive years must stand down but may be re-elected after a period of 2 years has expired.

### **18.7 Nominations of Candidates**

Nominations shall be conducted by such means as prescribed by the Board.

### **18.8 Election Procedures**

Elections shall be conducted by such means as prescribed by the Board.

## **19. VACANCY ON THE BOARD**

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### **19.1 Grounds for Termination of Director**

For the purposes of this Constitution, the office of a Director immediately becomes vacant if the Director:

- (a) Unless an Outside Director, ceases to be a Member;
- (b) Dies;
- (c) Becomes bankrupt or makes any arrangement or composition with their creditors generally;

- (d) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (e) Resigns their office in writing to the Company;
- (f) Is absent from meetings of the Board held during a period of three months without having previously obtained leave of absence in accordance with rule 20.8 ( Leave of Absence) or provided reasonable excuse for such absence;
- (g) Without the prior consent or later ratification of the Members in General Meeting holds any office of profit under the Company;
- (h) Is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his or her interest;
- (i) Is removed from office in accordance with this Constitution;
- (j) Has been expelled or suspended from membership.
- (k) In the opinion of the Board (but subject always to this Constitution):
  - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Company; or
  - (ii) has brought themselves or the Company into disrepute; or
  - (iii) would otherwise be prohibited from being a director of a corporation under the *Act*.

## **19.2 Removal of Director**

- (a) The Company in a General Meeting may by Special Resolution remove any Director, before the expiration of their term of office and appoint another Member in their place to hold office until the expiration of the term of the first mentioned Director.
- (b) Where the Director to whom a proposed resolution referred to in rule 19.2 (a) (Removal of Director), makes representations in writing to the President and requests that such representations be notified to the Members, the President may send a copy of the representations to each Member or, if they are not so sent, the Director may require that they be read out at the meeting, and the representations shall be so read.

## **19.3 Casual Vacancy**

- (a) In the event that the National President is unwilling or unable to continue in that role, then the Vice President shall assume the title of National President and the roles and responsibilities of that role until such time that the term of the previous appointee would have expired.
- (b) In the event of a casual vacancy in the office of any Director, the Board may appoint a Member to the vacant office.



- (c) A Director appointed under rule 19.3(b) shall subject to confirmation at the next Annual General Meeting and shall continue in office until such time that the term of the previous appointee would have expired.

## **20. QUORUM AND PROCEDURE AT BOARD MEETINGS**

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### **20.1 Convening a Board Meeting**

- (a) The Board shall meet as often as is deemed necessary for the dispatch of business. Subject to this Constitution the Board may adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Unless all Directors agree to hold a meeting at shorter notice either by agreement that is sufficiently evidenced in writing or by their presence, or in accordance with rule 20.2 (Urgent Board Meetings), not less than seven days written notice of Board meeting shall be given to each Director.
- (c) Written notice of each Board meeting, specifying the general nature of the time, date and place of the Board meeting and the business to be transacted, shall be served on each Director by:
  - (i) delivering it to that Director personally;
  - (ii) sending it in writing, by facsimile or other means of electronic communication;

In accordance with the Directors last notified contact details.

- (d) Notice may be given of more than one Board meeting at the same time.

### **20.2 Urgent Board Meetings**

- (a) In cases of urgency, a meeting can be held without notice being given under rule 20.1 (Convening a Board Meeting) provided that as much notice as practicable is given to each Director by the most effective means.
- (b) Any resolution made at an urgent Board meeting must be passed by a majority of the Board.

### **20.3 Quorum**

- (a) At meetings of the Board the number of Directors whose presence is required to constitute a quorum is a majority of Directors for the time being.
- (b) No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same place and at the same hour of the same day in the following week, or any date, time and place determined by the Chairperson.
- (c) The Directors may act even if there are vacancies on the board.

- (d) If the number of Directors is not sufficient to constitute a quorum at a meeting of the Board, the Directors may act only to:
  - (i) appoint a Director; or
  - (ii) call a general meeting.

#### **20.4 Procedures at Board Meetings**

- (a) Meetings may be held face to face or by other electronic means which allows full participation by all directors.
- (b) Questions arising at any meeting of the Board shall be determined on a show of hands, or if demanded by a Director, by a poll taken in such manner as the person presiding at the meeting may determine.
- (c) Questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall be deemed a determination of the Board. All Directors shall have one vote on any question.
- (d) Voting by proxy is not permitted at Board meetings.
- (e) All Chapter Presidents or in their absence a representative of the Chapter Leadership team may be invited as observers to every Board meeting unless otherwise decided by the Board.
- (f) All currently financial Past National Presidents may be invited as observers to every Board meeting unless otherwise decided by the Board.
- (g) The Board may at its discretion invite any other person to be present as an observer at any Board meeting.
- (h) Observers at Board meetings may speak only at the discretion of the chair of the meeting.
- (i) Directors will respect confidentiality of the board and support the implementation of its decisions.

#### **20.5 Chairperson**

- (a) The President will be deemed the Chairperson.
- (b) If the chairperson is not present at any Directors meeting within ten minutes after the time appointed for the meeting to begin, the Directors present must elect a Director to be chairperson of the meeting.
- (c) The Directors may elect a Director as deputy chairperson to act as chairperson in the chairperson's absence.

## **20.6 Alternate Director**

- (a) A Director may, with the approval of the other Directors, appoint a person to be an alternate Director in their place for a meeting of the Board.
- (b) An alternate Director is entitled to notice of the meeting of the Board and, if the appointor is not present at such a meeting, is entitled to attend and vote in his stead.
- (c) An alternate Director may exercise any powers that the appointor may exercise and the exercise of any such power by the alternate Director shall be deemed to be the exercise of the power by the appointor.
- (d) An alternate Director is required to be a Voting Member, except where the appointor is an Outside Director.
- (e) The appointment of an alternate Director may be terminated at any time by the appointor notwithstanding that the period of the appointment of the alternate Director has not expired, and terminates in any event if the appointor ceases to hold office as a Director.
- (f) An appointment, or the termination of an appointment, of an alternate Director shall be effected by a notice in writing signed by the Director who makes or made the appointment and served on the Company.

## **20.7 Electronic Decision making**

- (a) A resolution in writing signed or assented to by facsimile or other form of electronic communication by all the voting Directors, shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.
- (b) A resolution which is not assented to by all directors shall be valid so long as a majority of voting directors are in favour and indicate their assent, and that all directors eligible to vote receive notice of the proposed resolution in a timely fashion in the same manner as all other directors.
- (c) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Directors may be held where one or more of the Directors is not physically present at the meeting, provided that:
  - (i) all persons participating in the meeting are able to communicate audibly with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
  - (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board;

- (iii) any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the President of the meeting is located.
- (d) The Board may by By-Law, approve any other form of decision making which uses technology or other means provided no person eligible to exercise a vote is disadvantaged or reasonably rendered unable to vote.

## **20.8 Leave of Absence**

- (a) The Board may grant a Director leave of absence from Board meetings for a period not exceeding three months.
- (b) The Board must not grant leave of absence retrospectively unless it is satisfied that it was not feasible for the Director to seek the leave in advance.

## **20.9 Payments to Directors**

No payment will be made to any Director of the Company other than payment:

- (a) of fees approved by the Directors;
- (b) of out of pocket expenses incurred by the Director in the performance of any duty as Director of the Company where the amount payable does not exceed an amount previously approved by the Directors of the Company;
- (c) for any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Directors of the Company and where the amount payable is approved by the Directors of the Company and is not more than an amount which commercially would be reasonable payment for the service;
- (d) of any salary or wage due to the Director as an employee of the Company where the terms of employment have been approved by the Directors of the Company; and
- (e) relating to an indemnity in favour of the Director and permitted by section 199A of the Act or a contract of insurance permitted by section 199B of the Act.

## **20.10 Material Personal Interests**

- (a) No contract made by a Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which any Director may be in any way interested is avoided or rendered voidable merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.

- (b) No Director contracting with or being interested in any arrangement involving the Company is liable to account to the Company for any profit realised by or under any such contract or arrangement merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.
- (c) A Director is not disqualified merely because of being a Director from contracting with the Company in any respect.
- (d) Subject to rule 20.10, a Director or a body or entity in which a Director has a direct or indirect interest may:
  - (i) enter into any agreement or arrangement with the Company;
  - (ii) hold any office or place of profit other than as auditor in the Company; and
  - (iii) act in a professional capacity other than as auditor for the Company,and the Director or the body or entity can receive and keep beneficially any remuneration, profits or benefits under any agreement or arrangement with the Company or from holding an office or place of profit in or acting in a professional capacity with the Company.
- (e) A Director who has a material personal interest in a matter that is being considered at a Directors' meeting must not:
  - (i) be present while the matter is being considered at the meeting; or
  - (ii) vote on the matter,unless permitted by the Act to do so, in which case the Director may:
  - (iii) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
  - (iv) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
  - (v) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
- (f) A Director may be or become a Director or other officer of, or otherwise interested in, any related body corporate or any other body corporate promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and is not accountable to the Company for any remuneration or other benefits received by the Director as a director or officer of, or from having an interest in, that body corporate.

## **21. DELEGATED POWERS**

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### **21.1 Board May Delegate Functions**

- (a) The Board may, by instrument in writing, create, establish or appoint from amongst its own Members, or otherwise, special committees, sub-committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Board determines.
- (b) The Board may in the establishing instrument delegate such functions as are specified in the instrument, other than:
  - (i) this power of delegation; and
  - (ii) a function imposed on the Board by the Act or any other law, or this Constitution or by resolution of the Company in General Meeting.
- (c) At any time the Board may by instrument in writing, revoke wholly or in part any delegation made under this clause, and may amend or repeal any decision made by such body or person under this clause.

### **21.2 Exercise of Delegated Functions**

- (a) A function, the exercise of which has been delegated under this clause, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.
- (b) A delegation under this rule 21 Delegated Powers, may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

### **21.3 Procedure of Delegated Entity**

- (a) The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as those applicable to meetings of the Board under rule 20( Quorum and Procedure At Board Meetings).
- (b) The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Board with details of all material decisions.
- (c) The entity shall also provide any other reports, minutes and information required by the Board.

## **22. DUTIES**

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### **22.1 General Duties**

- (a) As soon as practicable after being elected or appointed to the Board, each Director must become familiar with this Constitution and the Act.

- (b) The Board is collectively responsible for ensuring that the Company complies with the Act and that individual Directors comply with this Constitution.
- (c) The Board must ensure that the Company complies with all requirements in the Act regarding financial statements.

## **22.2 Public Officer**

- (a) The Public Officer of the company shall be the Company Secretary as appointed by the Board.

## **23. MINUTES OF BOARD MEETINGS**

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- (a) The Board must ensure that minutes are taken and kept of each Board meeting.
- (b) The Directors must cause minutes to be made of:
  - (i) the names of the Directors present at all Directors' meetings and meetings of Directors' committees;
  - (ii) all proceedings and resolutions of general meetings, Directors' meetings and meetings of Directors' committees;
  - (iii) all resolutions passed by Directors;
  - (iv) all appointments of officers;
  - (v) all orders made by the Directors and Directors' committees; and
  - (vi) all disclosures of interests made under rule 20.10.
- (c) Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body.

## **24. CHAPTERS**

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### **24.1 Board may Establish Chapters**

- (a) The Board may establish Chapters of the Company in any State or Territory of Australia.
- (b) Chapters will exist and operate entirely under the direction of the Board.

### **24.2 Chapter Leadership**

- (a) The Board will appoint Chapter Presidents or a person or persons in each Chapter to run the business of the Chapter having received recommendations from the Chapter.
- (b) Chapter Presidents may be replaced by the Board at any time.

### **24.3 Chapter Events**

- (a) A Chapter may run events in their home state or territory with the approval of the Board.
- (b) The funds generated by all Chapter events shall be administered at the direction of the Treasurer acting on behalf of the Board

### **24.4 Chapter Finances**

- (a) No Chapter may hold or operate a separate bank account.
- (b) Chapters may incur expenses only with prior approval of the Board.

### **24.5 Chapter Property**

- (a) Chapters may purchase and own property such as electronic equipment only with the approval of the Board.
- (b) The Treasurer must be advised of the details of such equipment for insurance purposes.

### **24.6 Chapter President's Council**

- (a) The Board will facilitate the operation of a Chapter President's Council.
- (b) The Board may establish By Laws for the operation of the Chapter President's Council.

## **25. AWARDS AND ACCOLADES**

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### **25.1 The Board may confer Designations and Awards on Members and non-members of the Company.**

- (a) The Board shall establish By Laws for the conferring of Designations and Awards including the process for determining recipients and the appointment of persons responsible for administering the relevant processes.
- (b) Designations and Awards shall only be conferred with the approval of the Board.
- (c) Chapters may not establish or confer their own Designations and Awards without the approval of the Board.
- (d) A record shall be maintained of all recipients of any Designation and Award.
- (e) The Board may appoint such person or persons as it sees fit to administer the awards process according to the By Laws.
- (f) The Board may appoint such person or persons as it sees fit to determine the recipients of Designations and Awards according to the By Laws.



- (g) All Designations and Awards conferred under the Previous Constitution with the exception of the ASM and APS designations shall be recognised under this Constitution unless specifically extinguished by the Board.
- (h) Any Designation or Award conferred at any time may be removed by the Board providing the due processes are followed as determined by this constitution and the By Laws.

## **26. BY-LAWS**

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### **26.1 Board to Formulate By-Laws**

The Board may formulate, issue, adopt, interpret and amend such By-Laws for the proper advancement, management and administration of the Company, the advancement of the Objects and professional speaking in Australia as it thinks necessary or desirable.

### **26.2 By-Laws Binding**

All By-Laws made under this clause shall be binding on the Company and Members of the Company.

### **26.3 Notices Binding on Members**

Amendments, alterations, interpretations or other changes to By-Laws shall be advised to Members of the Company by means of Notices approved and issued by the Board.

## **27. FUNDS, RECORDS AND ACCOUNTS**

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### **27.1 Audit and accounts**

- (a) The Directors must cause the Company to keep written financial records in relation to the business of the Company in accordance with the requirements of the Act.
- (b) The Directors must cause the financial records of the Company to be audited in accordance with the requirements of the Act.

### **27.2 Accounts Conclusive**

The statements of account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within three months after such approval or adoption.

### **27.3 Accounts to be Sent to Members**

The Board shall cause to be sent to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Board's report, the full auditor's report and every other document required under the Act (if any).

## **28. APPLICATION OF INCOME**

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- (a) The income and property of the Company will only be applied towards the promotion of the Objects of the Company.

- (b) No income or property will be paid or transferred directly or indirectly to any Member of the Company except for payments to a Member:
  - (i) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
  - (ii) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent.

## **29. NEGOTIABLE INSTRUMENTS**

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All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised Directors or in such other manner as the Board determines.

## **30. SERVICE OF NOTICES**

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- (a) Notices may be given to any person entitled under this Constitution to receive any notice by sending the notice by post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected at the time the letter would have been delivered in the ordinary course of post.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected upon notification at the sender's computer that the electronic mail had been sent.

## **31. REGISTERED ADDRESS**

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The registered address of the Company is:

- (a) The address determined from time to time by resolution of the Board; or
- (b) If the Board has not determined an address to be the registered address, the postal address of the Company Secretary.

## **32. INDEMNITY**

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- (a) To the extent permitted by law and subject to the restrictions in section 199A of the Act the Company indemnifies every person who is or has been an officer of the Company against:

- (i) any liability (other than for legal costs) incurred by that person as an officer of the Company (including liabilities incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment); or
  - (ii) reasonable legal costs incurred in defending an action for a liability incurred by that person as an officer of the Company (including legal costs incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).
- (b) The amount of any indemnity payable under this rule will include an additional amount (GST Amount) equal to any GST payable by the officer being indemnified (Indemnified Officer) in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a GST tax invoice for the GST Amount.
- (c) For the purposes of this clause, officer includes:
- (i) a Director;
  - (ii) a Secretary; and
  - (iii) the chief executive officer; and
  - (iv) a Treasurer.

### **33. DISSOLUTION**

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- (a) The Company may be wound up voluntarily by Special Resolution.
- (b) In the event of the Company being wound up, the liability of the Member shall be limited to the guarantee of \$10.00 in rule 8.10 (b) as well as any outstanding monies due and payable to the Company, including the amount of the Annual Subscription payable in respect of the current Financial Year. No other amount shall be payable by the Member.
- (c) If upon winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to some registered organisation, having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company by this Constitution. Such registered organisation will be determined by the Voting Members at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

### **34. CUSTODY OF BOOKS AND OTHER DOCUMENTS**

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- (a) Except as otherwise provided in this Constitution, the Board shall control all books, minutes, documents and securities of the Company.
- (b) Subject to the Act, the Board may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts, books, securities or other relevant documents of the Company will be open for inspection by the Members.